

Eugene P. Ramirez (State Bar No. 134865)  
*eugene.ramirez@manningkass.com*  
Kayleigh Andersen (State Bar No. 306442)  
*kayleigh.andersen@manningkass.com*  
**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
801 S. Figueroa St, 15<sup>th</sup> Floor  
Los Angeles, California 90017-3012  
Telephone: (213) 624-6900  
Facsimile: (213) 624-6999

Attorneys for Defendant, COUNTY OF  
SAN BERNARDINO, et al.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

ESTATE OF ROCKY ROMER, by and  
through successors in interest; ROGER  
ROMER, individually and as successor  
in interest; LOUETTA BRAGA,  
individually and as successor in interest,

Plaintiffs,

v.

COUNTY OF SAN BERNARDINO, a  
public entity; SAN BERNARDINO  
COUNTY SHERIFF'S  
DEPARTMENT; and DOES 1 through  
10, inclusive,

Defendants.

Case No. 5:24-cv-00777-KK-DTB

*[Honorable Kenly Kiya Kato,  
Magistrate Judge, David T Bristow]*

**STIPULATED PROTECTIVE  
ORDER RE CONFIDENTIAL  
DOCUMENTS**

Action Filed: 04/12/2024

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that

1 the protection it affords from public disclosure and use extends only to the limited  
2 information or items that are entitled to confidential treatment under the applicable  
3 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
4 that this Stipulated Protective Order does not entitle them to file confidential  
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
6 followed and the standards that will be applied when a party seeks permission from  
7 the court to file material under seal.

8 **B. GOOD CAUSE STATEMENT**

9 This action is likely to involve medical records, sensitive and confidential  
10 documents related to a death, documents containing private information from third  
11 parties, police investigation procedures and tactics, and other confidential and private  
12 information for which special protection from public disclosure and from use for any  
13 purpose other than prosecution of this action is warranted. Such confidential and  
14 proprietary materials and information consist of, among other things, confidential  
15 personal information of non-parties, private medical and autopsy records, internal  
16 police reviews and procedures, and other confidential and sensitive information  
17 otherwise generally unavailable to the public, or which may be privileged or otherwise  
18 protected from disclosure under state or federal statutes, court rules, case decisions,  
19 or common law. Defendants contend that there is good cause for a protective order to  
20 maintain the confidentiality of peace officer personnel records. They emphasize that  
21 releasing these records, which include internal analyses and legal communications,  
22 could hinder law enforcement investigations.

23 Accordingly, to expedite the flow of information, to facilitate the prompt  
24 resolution of disputes over confidentiality of discovery materials, to adequately  
25 protect information the parties are entitled to keep confidential, to ensure that the  
26 parties are permitted reasonable necessary uses of such material in preparation for and  
27 in the conduct of trial, to address their handling at the end of the litigation, and serve  
28 the ends of justice, a protective order for such information is justified in this matter.

1 It is the intent of the parties that information will not be designated as confidential for  
2 tactical reasons and that nothing be so designated without a good faith belief that it  
3 has been maintained in a confidential, non-public manner, and there is good cause  
4 why it should not be part of the public record of this case.

5 **2. DEFINITIONS**

6 2.1 Action: this pending federal law suit.

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
8 information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
10 it is generated, stored or maintained) or tangible things that qualify for protection  
11 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
12 Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
14 support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or  
16 items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless of  
19 the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2       2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
3 this Action but are retained to represent or advise a party to this Action and have  
4 appeared in this Action on behalf of that party or are affiliated with a law firm which  
5 has appeared on behalf of that party, and includes support staff.

6       2.11 Party: any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their  
8 support staffs).

9       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11       2.13 Professional Vendors: persons or entities that provide litigation support  
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15       2.14 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL.”

17       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19 **3. SCOPE**

20       The protections conferred by this Stipulation and its associated Order cover not  
21 only Protected Material/Confidential Documents (as defined above), but also (1) any  
22 information copied or extracted from Protected Material; (2) all copies, excerpts,  
23 summaries, or compilations of Protected Material; and (3) any testimony,  
24 conversations, or presentations by Parties or their Counsel that might reveal Protected  
25 Material. However, the protections conferred by this Stipulation and its associated  
26 Order do *not* cover the following information: (a) any information that is in the public  
27 domain at the time of disclosure to a Receiving Party or becomes part of the public  
28 domain after its disclosure to a Receiving Party as a result of publication not involving

1 a violation of this Order, including becoming part of the public record through trial or  
2 otherwise; and (b) any information known to the Receiving Party prior to the  
3 disclosure or obtained by the Receiving Party after the disclosure from a source who  
4 obtained the information lawfully and under no obligation of confidentiality to the  
5 Designating Party.

6 Any use of Protected Material at trial shall be governed by the orders of the  
7 trial judge. This Order does not govern the use of Protected Material at trial.

#### 8 **4. DURATION**

9 Once a case proceeds to trial, all of the information that was designated as  
10 confidential or maintained pursuant to this protective order used or introduced as  
11 an exhibit at trial becomes public and will be presumptively available to all member  
12 of the public, including the press, unless compelling reasons supported by specific  
13 factual findings to proceed otherwise are made to the trial judge in advance of the  
14 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9<sup>th</sup>  
15 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in  
16 discovery from “compelling reasons” standard when merits-related documents are  
17 part of court record). Accordingly, the terms of this protective order do not extend  
18 beyond the commencement of the trial.

#### 19 **5. DESIGNATION OF PROTECTED MATERIAL**

##### 20 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

21 Each Party or non-party that designates information or items for protection  
22 under this Stipulation and its associated Order must take care to limit any such  
23 designation to specific material that qualifies under the appropriate standards. A  
24 Designating Party must take care to designate for protection only those parts of  
25 material, documents, items, or oral or written communications that qualify – so that  
26 other portions of the material, documents, items or communications for which  
27 protection is not warranted are not swept unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routine designations are prohibited. Designations that

1 are shown to be clearly unjustified, or that have been made for an improper purpose  
2 (e.g., to unnecessarily encumber or retard the case development process, or to impose  
3 unnecessary expenses and burdens on other parties), expose the Designating Party to  
4 sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2. Manner and Timing of Designations. Except as otherwise provided in  
9 this Order, or as otherwise stipulated or ordered, material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (apart from transcripts of  
14 depositions or other pretrial or trial proceedings, and regardless of whether produced  
15 in hardcopy or electronic form), that the Producing Party affix the legend  
16 "CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE TERMS AND  
17 CONDITIONS OF A PROTECTIVE ORDER, Case No. 5:24-cv-00777-KK-DTB"  
18 to each page that contains Protected Material. If only a portion or portions of the  
19 material on a page qualifies for protection, the Producing Party also must clearly  
20 identify the protected portion(s) (e.g., by making appropriate markings in the margins)  
21 and must specify, for each portion that it is "CONFIDENTIAL." The placement of  
22 such "CONFIDENTIAL" stamp on such page(s) shall not obstruct the substance of  
23 the page's (or pages') text or content and shall be in the margin of the document  
24 whenever possible.

25 A Party or Non-Party that makes original documents or materials available for  
26 inspection need not designate them for protection until after the inspecting Party has  
27 indicated which material it would like copied and produced. During the inspection  
28 and before the designation, all of the material made available for inspection shall be

1 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
2 it wants copied and produced, the Producing Party must determine which documents,  
3 or portions thereof, qualify for protection under this Order. Then, before producing  
4 the specified documents, the Producing Party must affix the “CONFIDENTIAL”  
5 legend to each page that contains Protected Material. If only a portion or portions of  
6 the material on a page qualifies for protection, the Producing Party also must clearly  
7 identify the protected portion(s) (e.g., by making appropriate markings in the  
8 margins).

9 (b) for testimony given in depositions that the Designating Party identify the  
10 Disclosure or Discovery Material on the record, before the close of the deposition all  
11 protected testimony.

12 (c) for information produced in some form other than documentary, and for  
13 any other tangible items (including but not limited to information produced on disc or  
14 electronic data storage device), that the Producing Party affix in a prominent place on  
15 the exterior of the container or containers in which the information or item is stored  
16 the legend “CONFIDENTIAL.” If only portions of the information or item warrant  
17 protection, the Producing Party, to the extent practicable, shall identify the protected  
18 portions, specifying the material as “CONFIDENTIAL.”

19 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,  
20 though not necessarily, within 30 days of production or disclosure of such material),  
21 an inadvertent failure to designate qualified information or items as  
22 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to  
23 secure protection under this Stipulation and its associated Order for such material.

24 If material is appropriately designated as “CONFIDENTIAL” *after* the material  
25 was initially produced, the Receiving Party, on timely notification of the designation,  
26 must make reasonable efforts to assure that the material is treated in accordance with  
27 this Stipulation and its associated Order.  
28



1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

2 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 *et seq.*

7 6.3. The burden of persuasion in any such challenge proceeding shall be on  
8 the Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 or withdrawn the confidentiality designation, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing  
13 Party's designation until the Court rules on the challenge.

14 6.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a  
15 Designating Party may remove Protected Material/Confidential Documents from  
16 some or all of the protections and provisions of this Stipulation and its associated  
17 Order at any time by any of the following methods:

18 (a) Express Written Withdrawal. A Designating Party may withdraw a  
19 "CONFIDENTIAL" designation made to any specified Protected Material  
20 /Confidential Documents from some or all of the protections of this Stipulation and  
21 its associated Order by an express withdrawal in a writing signed by such Party (or  
22 such Party's Counsel, but not including staff of such Counsel) that specifies and  
23 itemizes the Disclosure or Discovery Material previously designated as Protected  
24 Material/Confidential Documents that shall no longer be subject to all or some of the  
25 provisions of this Stipulation and Order. Such express withdrawal shall be effective  
26 when transmitted or served upon the Receiving Party. If a Designating Party is  
27 withdrawing Protected Material from only some of the provisions/ protections of this  
28 Stipulation and Order, such Party must state which specific provisions are no longer



1 to be enforced as to the specified material for which confidentiality protection  
2 hereunder is withdrawn: otherwise, such withdrawal shall be construed as a  
3 withdrawal of such material from all of the protections/provisions of this Stipulation  
4 and Order;

5 (b) Express Withdrawal on the Record. A Designating Party may withdraw  
6 a “CONFIDENTIAL” designation made to any specified Protected  
7 Material/Confidential Documents from all of the provisions/protections of this  
8 Stipulation and its associated Order by verbally consenting in court proceedings on  
9 the record to such withdrawal – provided that such withdrawal specifies the  
10 Disclosure or Discovery Material previously designated as Protected Material/  
11 Confidential Documents that shall no longer be subject to any of the provisions of this  
12 Stipulation and Order. A Designating Party is not permitted to withdraw Protected  
13 Material from only some of the protections/provisions of this Stipulation and Order  
14 by this method;

15 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A  
16 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”  
17 designation made to any specified Protected Material/Confidential Documents from  
18 all of the provisions/protections of this Stipulation and Order by either (1) making  
19 such Protected Material/Confidential Records part of the public record – including  
20 but not limited to attaching such as exhibits to any filing with the court without  
21 moving, prior to such filing, for the court to seal such records; or (2) failing to timely  
22 oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to  
23 specified Protected Material/Confidential Documents. Nothing in this Stipulation and  
24 Order shall be construed so as to require any Party to file Protected  
25 Material/Confidential Documents under seal, unless expressly specified herein.

26 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

27 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a non-party in connection with this case

1 only for preparing, prosecuting, defending, or attempting to settle this litigation – up  
2 to and including final disposition of the above-entitled action – and not for any other  
3 purpose, including any other litigation or dispute outside the scope of this action.  
4 Such Protected Material may be disclosed only to the categories of persons and under  
5 the conditions described in this Stipulation and its associated Order. When the above  
6 entitled litigation has been terminated, a Receiving Party must comply with the  
7 provisions of section 13, below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a  
9 location and in a secure manner that ensures that access is limited to the persons  
10 authorized under this Stipulation and its Order.

11 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated CONFIDENTIAL  
14 only to:

15 (a) the Receiving Party’s Outside Counsel of record in this action, as well  
16 as employees of such Counsel to whom it is reasonably necessary to disclose the  
17 information for this litigation;

18 (b) the officers, directors, and employees (including House Counsel) of the  
19 Receiving Party to whom disclosure is reasonably necessary for this litigation – each  
20 of whom, by accepting receipt of such Protected Material, thereby agree to be bound  
21 by this Stipulation and Order;

22 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party  
23 to whom disclosure is reasonably necessary for this litigation – each of whom, by  
24 accepting receipt of such Protected Material, thereby agree to be bound by this  
25 Stipulation and Order;

26 (d) court reporters, their staffs, and Professional Vendors to whom  
27 disclosure is reasonably necessary for this litigation – each of whom, by accepting  
28 receipt of such Protected Material, thereby agree to be bound by this Stipulation and

Order;

(e) during their depositions, witnesses in the action to whom disclosure is reasonably necessary – each of whom, by accepting receipt of such Protected Material, thereby agree to be bound by this Stipulation and Order. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must have a confidential designation affixed by the court reporter to such pages containing Protected Material and such may not be disclosed to anyone except as permitted under this Stipulation and its Protective Order.

(f) the author or custodian of a document containing the information that constitutes Protected Material, or other person who otherwise possessed or knew the information.

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3. Notice of Confidentiality. Prior to producing or disclosing Protected Material/Confidential Documents to persons to whom this Stipulation and its Order permits disclosure or production (see section 8.2, *supra*), a Receiving Party shall provide a copy of this Stipulation and Order to such persons so as to put such persons on notice as to the restrictions imposed upon them herein: except that, for court reporters, Professional Vendors, and for witnesses being provided with Protected Material during a deposition, it shall be sufficient notice for Counsel for the Receiving Party to give the witness a verbal admonition (on the record, for witnesses) regarding the provisions of this Stipulation and its Order and such provisions' applicability to specified Protected Material at issue.

7.4. Reservation of Rights. Nothing in this Stipulation and Order shall be construed so as to require any Producing Party to designate any records or materials as "CONFIDENTIAL." Nothing in this Stipulation and Order shall be construed so as to prevent the admission of Protected Material into evidence at the trial of this action, or in any appellate proceedings for this action, solely on the basis that such

1 Disclosure or Discovery Material has been designated as Protected  
2 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this  
3 Stipulation and Order shall be construed as a waiver of any privileges or of any rights  
4 to object to the use or admission into evidence of any Protected Material in any  
5 proceeding; nor shall anything herein be construed as a concession that any privileges  
6 asserted or objections made are valid or applicable. Nothing in this Stipulation and  
7 Order shall be construed so as to prevent the Designating Party (or its Counsel or  
8 custodian of records) from having access to and using Protected Material designated  
9 by that Party in the manner in which such persons or entities would typically use such  
10 materials in the normal course of their duties or profession – except that the waiver of  
11 confidentiality provisions shall apply (see section 6.4(c), *supra*).

12 7.5. Requirement to File Confidential Documents Under Seal. Confidential  
13 Documents may be submitted in all law and motion proceedings before the Court if  
14 done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or  
15 United States District Court, Central District of California Local Rules 79-5.1 and 79-  
16 5.2 (as applicable) and pursuant to the provisions of this Stipulation and any  
17 associated Order. If any Receiving Party attaches any Confidential Documents to any  
18 pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the  
19 Court, such Confidential Document(s) shall be filed/lodged under seal pursuant to  
20 Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court,  
21 Central District of California Local Rules 79-5.1 and 79-5.2 to the extent applicable.

22 However, this paragraph (§ 7.5) shall not be construed so as to prevent a  
23 Designating Party or counsel from submitting, filing, lodging, or publishing any  
24 document it has previously designated as a Confidential Document without  
25 compliance with this paragraph's requirement to do so under seal (i.e., a producing-  
26 disclosing party or counsel may submit or publish its own Confidential Documents  
27 without being in violation of the terms of this Stipulation and its Protective Order).

28 Furthermore, a Receiving Party shall be exempted from the requirements of

1 this paragraph as to any specifically identified Confidential Document(s) where –  
2 prior to the submission or publication of the Confidential Document(s) at issue – the  
3 Designating Party of such specifically identified Confidential Document(s) has  
4 waived/withdrawn the protections of this Stipulation and its Order (pursuant to  
5 paragraph 6.4, *supra*).

6 A Receiving Party shall also be exempt from the sealing requirements of this  
7 paragraph (§ 7.5) where the Confidential Documents/Protected Material at issue is/are  
8 **not** documents, records, or information regarding or incorporating:

9 (1) private, personal information contained in peace officer personnel files  
10 (such as social security numbers, driver's license numbers or comparable personal  
11 government identification numbers, residential addresses, compensation or pension  
12 or personal property information, credit card numbers or credit information, dates of  
13 birth, tax records and information, information related to the identity of an officer's  
14 family members or co-residents, and comparable personal information about the  
15 officer or his family);

16 (2) any internal affairs or comparable investigation by any law enforcement  
17 agency into alleged officer misconduct; and/or

18 (3) the medical records or records of psychiatric or psychological treatment  
19 of any peace officer or party to this action.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
21 **PRODUCED IN OTHER LITIGATION.**

22 If a Party is served with a subpoena or a court order issued in other litigation  
23 that compels disclosure of any information or items designated in this action as  
24 "CONFIDENTIAL," that Party must:

25 (a) promptly notify in writing the Designating Party, preferably (though not  
26 necessarily) by facsimile or electronic mail. Such notification shall include a copy of  
27 the subpoena or court order at issue;

28 (b) promptly notify in writing the party who caused the subpoena or order to

1 issue in the other litigation that some or all of the material covered by the subpoena  
2 or order is subject to this Stipulation and its Protective Order. Such notification shall  
3 include a copy of this Stipulation and its Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued  
5 by all sides in any such situation, while adhering to the terms of this Stipulation and  
6 its Order.

7 If the Designating Party timely seeks a protective order, the Party served with  
8 the subpoena or court order shall not produce any information designated in this action  
9 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
10 or order issued, unless the Party has obtained the Designating Party’s permission. The  
11 Designating Party shall bear the burden and expense of seeking protection in that court  
12 of its confidential material – and nothing in these provisions should be construed as  
13 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
14 directive from another court.

15 The purpose of this section is to ensure that the affected Party has a meaningful  
16 opportunity to preserve its confidentiality interests in the court from which the  
17 subpoena or court order issued.

18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL.” Such information  
22 produced by Non-Parties in connection with this litigation is protected by the  
23 remedies and relief provided by this Order. Nothing in these provisions should be  
24 construed as prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is  
27 subject to an agreement with the Non-Party not to produce the Non-Party’s  
28 confidential information, then the Party shall:

- 1 (1) promptly notify in writing the Requesting Party and the Non-Party
- 2 that some or all of the information requested is subject to a
- 3 confidentiality agreement with a Non-Party;
- 4 (2) promptly provide the Non-Party with a copy of the Stipulated
- 5 Protective Order in this Action, the relevant discovery request(s),
- 6 and a reasonably specific description of the information requested;
- 7 and
- 8 (3) make the information requested available for inspection by the
- 9 Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
11 of receiving the notice and accompanying information, the Receiving Party may  
12 produce the Non-Party's confidential information responsive to the discovery request.  
13 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
14 any information in its possession or control that is subject to the confidentiality  
15 agreement with the Non-Party before a determination by the court. Absent a court  
16 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
17 protection in this court of its Protected Material.

18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

19 9.1. Unauthorized Disclosure of Protected Material.

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulation and Order, the Receiving Party must immediately:

- 23 (a) notify in writing the Designating Party of the unauthorized disclosures;
- 24 (b) use its best efforts to retrieve all copies of the Protected Material;
- 25 (c) inform the person or persons to whom unauthorized disclosures were made
- 26 of all the terms of this Order; and
- 27 (d) request such person or persons consent to be bound by the Stipulation and
- 28 Order.



**11. Inadvertent Production of Privileged or Otherwise Protected Material.**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

**12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

**13. FINAL DISPOSITION.**

Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days after the final termination of this action (defined as the dismissal or

1 entry of judgment by the above named court, or if an appeal is filed, the disposition  
2 of the appeal), upon written request by the Producing Party, each Receiving Party  
3 must return all Protected Material to the Producing Party – whether retained by the  
4 Receiving Party or its Counsel, Experts, Professional Vendors, agents, or any non-  
5 party to whom the Receiving Party produced or shared such records or information.

6 As used in this subdivision, “all Protected Material” includes all copies,  
7 abstracts, compilations, summaries or any other form of reproducing or capturing any  
8 of the Protected Material, regardless of the medium (hardcopy, electronic, or  
9 otherwise) in which such Protected Material is stored or retained.

10 In the alternative, at the discretion of the Receiving Party, the Receiving Party  
11 may destroy some or all of the Protected Material instead of returning it – unless such  
12 Protected Material is an original, in which case, the Receiving Party must obtain the  
13 Producing Party’s written consent before destroying such original Protected Material.

14 Whether the Protected Material is returned or destroyed, the Receiving Party  
15 must submit a written certification to the Producing Party (and, if not the same person  
16 or entity, to the Designating Party) within sixty (60) days of the aforementioned  
17 written request by the Designating Party that specifically identifies (by category,  
18 where appropriate) all the Protected Material that was returned or destroyed and that  
19 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
20 summaries or other forms of reproducing or capturing any of the Protected material  
21 (in any medium, including but not limited to any hardcopy, electronic or digital copy,  
22 or otherwise).

23 Notwithstanding this provision, Counsel are entitled to retain an archival copy  
24 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in  
25 this action, as well as any correspondence or attorney work product prepared by  
26 Counsel for the Receiving Party, even if such materials contain Protected Material;  
27 however, any such archival copies that contain or constitute Protected Material remain  
28 subject to this Protective Order as set forth in Section 4 (DURATION), above.

Any violation of this Order may be punished by any and all appropriate including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

DATED: January 15, 2025

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

By: /s/ Kayleigh A. Andersen  
Kayleigh Andersen  
Attorneys for Defendants, COUNTY OF  
SAN BERNARDINO, et al.

DATED: January 15, 2025

**LAW OFFICES OF CHRISTIAN  
CONTRERAS**

By: /s/ Christian Contreras  
Christian Contreras  
Attorneys for Plaintiffs

**MK** MANNING | KASS

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of **Estate of Rocky Romer v. County of San Bernardino, et al., Case No. 5:24-cv-00777-KK-DTB**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 15, 2025



HON. DAVID T. BRISTOW  
United States Magistrate Judge